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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This Instrument Prepared by:
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Birmingham, AL 35203
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Indexing instructions:
Ptn SW 1/4 SW 1/4 Sec 14
T1S, R9W

AFTER RECORDING RETURN TO:
UPF WASHINGTON INC
12410 E MIRABEAU PKWY #100
SPOKANE VALLEY WA 99216
REF # 292899

Cross Reference to:
Book 77, Page 64
DeSoto County, Mississippi

STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

**AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO
PCS SITE AGREEMENT**

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT ("Memorandum") is made and entered into effective as of the 28 day of September, 2010 by and between DALE W. WILSON and JUDY A. WILSON (having a mailing address of 9035 Highway 61, Walls, MS 38680) ("Lessor"), and STC TWO LLC, a Delaware limited liability company, as successor by assignment to SprintCom, Inc., a Kansas corporation (having a mailing address of Sprint Contracts and Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650, Attn: Marion S. Crable, Manager) ("Tenant").

WITNESSETH:

WHEREAS, Lessor and SprintCom, Inc., a Kansas corporation, entered into that certain PCS Site Agreement last dated October 14, 1997 (the "Agreement"), covering certain real property, together with an easement for ingress, egress and utilities thereto, being more particularly described in Exhibit "A" attached hereto (the "Site"), a memorandum of which Agreement was filed for record on March 25, 1998 in Book 77, Page 64 in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "MOL");

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WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on October 13, 2022 (the "**Original Term**");

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, effective as of the date of this Memorandum, Lessor and Tenant have amended the Agreement and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, Lessor and Tenant hereby acknowledge and agree that the following accurately represents the Agreement, as amended by that First Amendment to PCS Site Agreement dated as of the date hereof:

Lessor:	Dale W. Wilson and Judy A. Wilson, having a mailing address of 9035 Highway 61, Walls, MS 38680.
Tenant:	STC Two LLC, a Delaware limited liability company, with its principal offices at Sprint Contracts and Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650, Attn: Marion S. Crable, Manager.
Property:	The real property leased by Lessor to Tenant, together with an easement for ingress, egress and utilities thereto, is described in Exhibit "A," attached to this Memorandum and incorporated herein by this reference.
Initial Lease Term:	For a term of five (5) years, beginning on October 14, 1997.
Expiration Date:	The first two (2) extensions having been exercised, if not otherwise extended or renewed, the Agreement shall expire on October 13, 2012.
Right to Extend or Renew:	Tenant has the right to extend/renew the Agreement as follows: eight (8) options to extend the Agreement for a period of five (5) years each on the terms and conditions set forth in the Agreement, as amended. If Tenant exercises all extensions/renewals, the final expiration of the Agreement will occur on October 13, 2042.
Option to Purchase:	No.

Right of First Refusal:

No.

All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Tenant ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. This Agreement and Memorandum of First Amendment to PCS Site Agreement will be recorded in the applicable land records and is intended to provide notice to third parties of the Agreement and any and all amendments thereto. The Agreement and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Agreement or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of First Amendment to PCS Site Agreement effective as of the day and year first written above.

LESSOR:

Dale W. Wilson
Dale W. Wilson

STATE OF MISSISSIPPI)

COUNTY OF DeSoto)

Personally appeared before me, Shelley Wilkerson the undersigned authority in and for the said County and State, on this 24 day of September, 2010 within my jurisdiction, the within named Dale W. Wilson, who acknowledged that he executed the above and foregoing instrument as his voluntary act and deed.

Given under my hand and seal on the day and year last written above.

[NOTARIAL SEAL]

Shelley Wilkerson
Notary Public
My Commission Expires: Oct. 15, 2011



LESSOR:

Judy A. Wilson
Judy A. Wilson

STATE OF MISSISSIPPI)

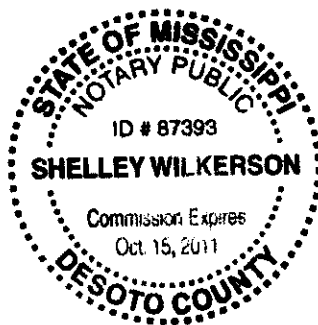
COUNTY OF DeSoto)

Personally appeared before me, Shelley W. Wilkerson the undersigned authority in and for the said County and State, on this 24 day of September, 2010 within my jurisdiction, the within named Judy A. Wilson, who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

Given under my hand and seal on the day and year last written above.

[NOTARIAL SEAL]

Shelley W. Wilkerson
Notary Public
My Commission Expires: Oct. 15, 2011



TENANT:**STC TWO, LLC,**

a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company

Its: Attorney in Fact

By: *Lisa A. Sedgwick* (SEAL)Name: Lisa A. SedgwickIts: RET ManagerSTATE OF TEXAS)
Harris)
COUNTY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of September, 2010, within my jurisdiction, the within-named Lisa A. Sedgwick, who acknowledged that he/she is RET Manager of GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, as Attorney in Fact of STC TWO LLC, a Delaware limited liability company, and that for and on behalf of said limited liability company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal on the day and year last written above.

Karina Angulo
Notary PublicMy Commission Expires: 9-19-2012

[NOTARIAL SEAL]

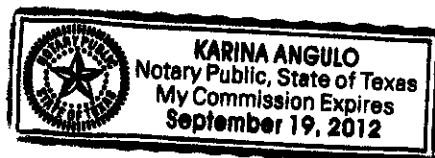


EXHIBIT "A"**LEASE AREA**

Being a legal description of a SprintCom tower lease area being a part of the Dale and (wife) Judy A. Wilson Property as recorded in Deed Book 280 Page 59 at the Office of the Chancery Clerk of De Soto County, said property situated in a De Soto County Mississippi and said proposed lease area being described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 14 (fourteen), Township 1 (one) South, Range 9 (nine) West and being more particularly described as follows:

Commencing at a point in the old West line of Highway 61, said point also being on the south line of Section 14, Township 1 South, Range 9 West and 293.38 feet to the Southwest corner of Section 14; thence North 54 degrees 54 minutes 27 seconds West - 81.13 feet; said point being the Southwest corner of said Wilson property; thence North 54 degrees 54 minutes 27 seconds West along the Southwesterly Wilson tract line - 282.20 feet; thence North 35 degrees 05 minutes 33 seconds East (leaving said Southwesterly line) - 144.92 feet to the true Point of Beginning.
 Thence North 54 degrees 58 minutes 06 seconds West - 60.00 feet;
 Thence North 35 degrees 01 minutes 54 seconds East - 65.00 feet;
 Thence South 54 degrees 58 minutes 06 seconds East - 60.00 feet;
 Thence South 35 degrees 01 minutes 54 seconds West - 65.00 feet to the Point of Beginning.

Containing 3,900 square feet or 0.090 acres more or less.

Together with:

INGRESS/EGRESS AND UTILITY EASEMENT

Being a legal description of a SprintCom Mutual Use, Non-exclusive, Ingress/Egress and Utility Easement across part of the Dale and (wife) Judy A. Wilson Property recorded in Deed Book 280 Page 59 at the Office of the Chancery Clerk of De Soto County, said property situated in De Soto County Mississippi and said easement being described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 14 (fourteen), Township 1 (one) South, Range 9 (nine) West and being more particularly described as follows: Commencing at a point in the old West line of Highway 61, said point also being on the South line of Section 14, Township 1 South, Range 9 West and 296.38 feet East of the Southwest corner of said Section 14 Highway; thence North 54 degrees 54 minutes 27 seconds West - 81.13 feet; said point being the Southwest corner of said Wilson property; thence North 30 degrees 25 minutes 09 seconds East along the Southeasterly Wilson tract line being the present Northwesternly line of U.S. Highway 61 - 252.69 feet to the true Point of Beginning.
 Thence North 54 degrees 54 minutes 27 seconds West - 281.73 feet;
 Thence South 35 degrees 01 minutes 54 seconds West - 41.95 feet;
 Thence North 54 degrees 58 minutes 06 seconds West - 40.00 feet;
 Thence North 35 degrees 01 minutes 54 seconds East - 67.00 feet;
 Thence South 54 degrees 54 minutes 27 seconds East - 319.17 feet to the said Northwesternly line of U.S. Highway 61;
 thence South 30 degrees 25 minutes 09 seconds West along said Northwesternly line 25.09 feet to the Point of Beginning.

Containing 9,697 square feet of 0.223 acres more or less.